



Order Filed on December 27, 2022
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

Robertson, Anschutz, Schneid, Crane & Partners, PLLC

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Aleisha C. Jennings (049302015)

In Re:

Richard R. Ciarelli,

Debtor,

Linda Ciarelli,

Joint Debtor.

Case No.: 22-13306-CMG

Chapter: 13

Hearing Date: November 2, 2022

Judge: Christine M. Gravelle

**ORDER RESOLVING SECURED CREDITOR'S MOTION FOR RELIEF FROM THE
AUTOMATIC STAY**

The relief set forth on the following pages, numbered two (2) through three (3), is hereby
ORDERED.

DATED: December 27, 2022

A handwritten signature in black ink, reading "Christine M. Gravelle".

Honorable Christine M. Gravelle
United States Bankruptcy Judge

Page 2

THIS MATTER having come before the Court on the Motion for Relief from the Automatic Stay of Mill City Mortgage Loan Trust 2019-GS2 (“Secured Creditor”) by and through its counsel, Robertson, Anschutz, Schneid, Crane & Partners, PLLC, as to the real property commonly known as 20 Buckingham Drive, Asbury Park, NJ 07712 (the “Subject Property”), and Eugene D. Roth, Esquire representing Richard R. Ciarelli and Linda Ciarelli (“Debtor(s)”), and for good cause it is ORDERED that Secured Creditor’s Motion for Relief from the Automatic Stay is resolved, subject to the following conditions:

1. The Debtor is in default of post-petition payments owed to Secured Creditor. The following post-petition payment arrears remain due and outstanding to Secured Creditor:

- The Debtor is overdue for 8 months from May 1, 2022 through December 1, 2022.
- The Debtor is overdue for 8 payments from May 1, 2022 through December 1, 2022 at \$4,667.20 per month.

Funds Held In Suspense \$3,000.00

Total Arrearages Due \$34,337.60

2. Debtor must cure all post-petition arrearages, as follows:

- Beginning on January 1, 2023, regular monthly mortgage payments shall be timely remitted to Creditor pursuant to periodic adjustments and any Notice of Payment Change(s) filed on the docket.
- Debtor has indicated an intent to sell the subject property and has proposed to pay secured creditor the full amount due on the loan by March 31, 2023. Any sale of the Subject Property is subject to Secured Creditor's lien being paid in full from the proceeds of said sale, pursuant to an updated payoff statement to be provided by Secured Creditor at or near the time of closing. Should the sale of the property not take place and funds tendered within the time allowed, Secured Creditor may file a Certification of Default advising the Court

that the Sale did not take place and that the loan has not been satisfied in full, upon the filing of which the Court shall immediately enter an Order granting Secured Creditor Relief from the Automatic Stay. Notice of said default shall be sent to the Debtor, Debtor's attorney and the Chapter 13 Trustee.

■ This Order hereby supersedes and vacates the Order Vacating Stay entered on December 15, 2022 as docket entry #36.

3. Payments to the Secured Creditor shall be made to the following address(es):

■ Regular monthly payment: NewRez LLC d/b/a Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

4. In the event of Default:

■ Should the Debtor(s) fail to make any of the above captioned payments, or if any regular monthly mortgage payment should become more than thirty (30) days late or if Debtor(s) fails to comply with any terms of this Consent Order, counsel shall file a Certification of Default with the Court. A copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Consent Order.

■ In the event the Debtor(s) convert(s) to a Chapter 7 during the pendency of sale, the Debtor(s) shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtors fail to bring the loan contractually current, counsel shall file a Certification of Default with the Court, a copy of the Certification shall be sent to the Chapter 13 Trustee, Chapter 7 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Consent Order.

5. Award of Attorneys' Fees:

■ The Applicant is awarded attorney fees of \$525.00 and costs of \$188.00.

The fees and costs are payable:

■ Through the Chapter 13 plan.

6. In the event Secured creditor has not filed a timely Proof of Claim, Debtor consents to the filing and payment by the Chapter 13 Trustee of any late filed Proof of Claim, subject to the right of the Debtor to file an objection as to the amount.

